


UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY

CONCILIATION AGREEMENT
AND
VOLUNTARY COMPLIANCE AGREEMENT

BETWEEN

THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AND


BALTIMORE COUNTY BRANCH OF THE NAACP, and BALTIMORE
NEIGHBORHOODS, INC.
(COMPLAINANTS)

AND

BALTIMORE COUNTY, MARYLAND
(RESPONDENT)

Case Numbers:

03-12-0027-8, 03-12-0031-8, 03-12-0032-8, 03-12-0036-8, 03-12-0037-8 (Title VIII)
03-12-0036-6, 03-12-0031-6, 03-12-0027-6, 03-12-0032-6 03-12-0037-6 (Title VI)
03-12-0036-4, 03-12-0027-4, 03-12-0037-4 (Section 504)
03-12-0036-9, 03-12-0031-9, 03-12-0027-9, 03-12-0032-9, 03-12-0037-9 (Section 109)
03-12-0036-D, 03-12-0027-D, 03-12-0037-D (ADA)

On November 22, 2011, Complainants filed fair housing Complaints against Baltimore County with the Department of Housing and Urban Development ("HUD") alleging violations of the Fair Housing Act as amended in 1988, 42 U.S.C. § 3601, et seq. (the "Act"); Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, 24 C.F.R. Part 1 ("Title VI"); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, 24 C.F.R. Part 8 ("Section 504"); Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq. ("ADA"); and Section 109 of the Housing and Community Development Act of 1974, 42 U.S.C. §§ 5309 et seq. ("Section 109"). The parties have agreed to the following terms to resolve these Complaints without the issuance of a Letter of Findings or Determination. This Conciliation Agreement and Voluntary Compliance Agreement ("Agreement") does not constitute an admission by Respondent of any violation of the Act or any other federal or state statute or regulation.

CONCILIATION/VOLUNTARY COMPLIANCE
AGREEMENT

I. Definitions

1. The following definitions shall apply to this agreement:

- a. "The County" means Baltimore County.
- b. An "Accessible Unit" means:
 - i. For purposes of the accessibility requirements of paragraph III.1 (Hard Units) herein, an "Accessible Unit" means a dwelling unit, including, but not limited to, a scattered site unit or single family home that:
 - 1. Complies with the requirements in the Uniform Federal Accessibility Standards or HUD's Alternative Accessibility Standard set forth in HUD's Notice: Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities, 79 Fed. Reg. 29,671 (May 23, 2014); and
 - 2. Where the unit is located within a housing Project or development, either
 - a. The Project or development is subject to, and designed and constructed to comply with, 24 CFR 8.22, or
 - b. The project or development is not subject to 24 CFR 8.22, and at least one of each type of common area and amenity in each Project is accessible and is located on an accessible route to any accessible dwelling unit..
 - ii. For purposes of the accessibility requirements set forth in paragraph III.3 (Mobility Counseling Program) herein, an "Accessible Unit" means a unit that meets the definition in subparagraph b.i of this paragraph or is a unit that complies with the Fair Housing Act design and construction requirements for covered multifamily units available for first occupancy after March 13, 1991 (42 USC sec. 3604(f)(3)).
- c. "Affordable" means:
 - i. In reference to units for households with incomes at or below sixty (60) percent of Area Median Income ("AMI"), the lower of:
 - 1. rent limitations for LIHTC-assisted units set forth in 26 USC § 42(g)(1) and (2); or
 - 2. fair market rent limitations that will ensure that the units remain open and available to otherwise eligible Housing Choice Voucher participants; and
 - ii. In reference to units for households with incomes at or below thirty (30) percent of AMI, the total tenant payment limitations for the Housing Choice Voucher Program as set forth in 24 CFR §§5.628, 982.4, and 983.3.

- d. "County dollars" means funds that originate within the general fund for Baltimore County. The term "County dollars" as applied herein does not include funding received by the County from the State of Maryland, the federal government, or a private philanthropic entity, and which are then allocated to serve the purposes of this Agreement.
- e. "Hard Unit" means an Affordable rental housing unit that results from new construction, substantial rehabilitation, acquisition, or existing housing stock provided that the unit is not in a Project or development that is currently financed or assisted with affordable rental housing funds, and the unit otherwise conforms to the requirements of this Agreement. "Hard Unit" shall include project-based vouchers with a fifteen-year affordability term.
- f. "Project" means all units covered by a single contract or application for assistance or all units treated as a whole for processing purposes, whether or not located on a single site, and includes both multifamily and scattered site projects.

II. General Provisions

1. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaints. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
2. The County acknowledges that it has an affirmative duty not to discriminate, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted or participated in any manner in a proceeding involving the federal statutes raised in this matter. The County further acknowledges that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.
3. This Agreement, after it has been approved by the FHEO Regional Director, or his or her designee, is binding upon Baltimore County, its employees, successors and assigns, including all persons active in the operation of the County's Office of Housing, Department of Planning, and other functions necessary to the creation and provision of housing for residents.
4. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director or his or her designee, it is a public document.
5. This Agreement does not limit or restrict HUD's authority to investigate any other complaint involving the County made pursuant to the Fair Housing Act, or any other complaint within HUD's jurisdiction, and to take whatever action the Department deems appropriate in connection with such complaint(s).
6. HUD and the parties agree that this Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Title VI, Section 109, the Fair Housing Act or any other Federal, State, or local civil rights statutes or authority with respect, to any current, on-going or future actions. This Agreement does not create any private right of action for any person or class of persons not a party to this Agreement.

7. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories, their counsel or their successors to the Agreement agree in writing to the amendment, modification or waiver; (b) the amendment, modification or waiver is in writing; and (c) the amendment, modification or waiver is approved and signed by the FHEO Regional Director.
8. The parties agree that the execution of this Agreement may be accomplished in counterparts by separate signature pages, and that the original executed signature pages attached to the body of the Agreement shall constitute one document.
9. All activities described in this Agreement will comport with applicable HUD regulations, statutes, and program requirements.

III. Specific Provisions

1. Creation of Hard Units

- a. As part of its obligation to affirmatively further fair housing, the County will take all necessary steps to cause the development by private developers of 1,000 Hard Units, as defined in subparagraph I.1.e., to be located in certain census tracts identified in Exhibit F, Tables A & B (incorporated herein) over a period of approximately twelve (12) years as further specified in subparagraph b. of this paragraph. Nothing in this Agreement shall be construed as compelling the County Council to vote in a particular way on a particular piece of legislation. Nothing in this paragraph shall be construed to require the County to act in violation of its Charter or Code.
- b. Of the total of 1,000 Affordable Hard Units to be developed pursuant to subparagraph a. of this paragraph, at least 650 Hard Units will be created in units developed through new construction or substantial rehabilitation for families with incomes at or below sixty (60) percent of Area Median Income (AMI) as set forth in subparagraph I.1.c.i. of this Agreement; and at least 150 Hard Units will be created in units developed through new construction or substantial rehabilitation for families with incomes at or below thirty (30) percent of AMI as set forth in subparagraph I.1.c.ii. The parties agree to work cooperatively such that they may, by written agreement, modify the numerical provisions of this subparagraph to take advantage of housing opportunities that may arise and benefit families in need of affordable rental housing. Hard Units may include Projects or developments designed and constructed prior to July 11, 1988 or March 13, 1991 as otherwise consistent with this Agreement.
- c. If the County has made good faith efforts for five years to create the required number of Hard Units in the census tracts identified in Exhibit F, Tables A and B, but has been unable to reach its goals as set forth in subparagraph o. of this paragraph, the Complainants agree to consider authorizing an increase in the 142 unit cap in Exhibit F, Table B, or authorizing the addition of census tracts or portions of census tracts to Exhibit F, Table A or Table B, if such census tracts at that time offer improved opportunities. In addition, an exception may be authorized by Complainants at any time for a specific rental housing development or housing unit(s) that is outside of the census tracts in Exhibit F to count as a

Hard Unit. Any changes agreed to under this subparagraph shall be made by written agreement of Complainants and the County.

- d. Distribution. Hard Units shall be distributed throughout the census tracts listed in Exhibit F, and the County shall take meaningful steps to facilitate this distribution so that the Hard Units are geographically dispersed and are not unduly concentrated in any particular census tract(s) or adjoining census tracts in the County. The County will submit a description of its proposed strategies to disperse Hard Units to HUD and Complainants within 120 days of the execution of this Agreement. The County will describe steps taken, and strategies used, to disperse Hard Units in its Consolidated Annual Performance Evaluation Report.
- e. The County shall comply with the Fair Housing Act, Section 504 of the Rehabilitation Act, Title II of the ADA, their implementing regulations, and other applicable HUD guidelines and state and federal law independent of this Agreement in its programs, activities, and services.
- f. The County will provide equal opportunities for persons with disabilities, including persons who use wheelchairs, to access housing in Projects or developments where Hard Units are located consistent with the regulations implementing Section 504 of the Rehabilitation Act, 24 C.F.R. pt. 8, Title II of the ADA, 28 C.F.R. pt. 35, and the Fair Housing Act, 24 C.F.R., pt. 100, and any other applicable HUD regulations. The County will ensure that Projects or developments in which the County uses or has used its resources to place Hard Units comply with the requirements of Title II of the Americans with Disabilities Act and, as applicable, Section 504 of the Rehabilitation Act. The County also will ensure that Projects or developments that are or have been designed and constructed for first occupancy after March 13, 1991, and in which the County uses or has used its resources to place Hard Units, comply with the Fair Housing Act design and construction requirements for covered multifamily units. The County will also ensure that at least one third of the Projects or developments where Hard Units are located are covered by and are designed and constructed to comply with the Fair Housing Act design and construction requirements for covered multifamily units designed and constructed for first occupancy after March 13, 1991.

At least One hundred (100) of the Hard Units will be Accessible Units as defined in subparagraph 1.1.b.i, developed in a range of bedroom sizes to reasonably reflect the needs of voucher holders and applicants in the County. The Accessible Units shall be distributed throughout the census tracts listed in Exhibit F with no more than 10 Accessible Units developed in census tracts listed in Exhibit F, Table B counting towards the County's obligation to create at least 100 Accessible Units. The creation of these Hard Units does not modify existing obligations of the County to comply with the Fair Housing Act, Section 504 of the Rehabilitation Act, or Title II of the ADA, or their implementing regulations. The County shall create a housing transfer and waiting list for families needing Accessible Units and who are participants in the Housing Choice Voucher Program or are on its waiting list. The transfer and waiting list will include information on families' accessibility needs, including the number of bedroom

size units needed by such families. This information will be included in the County's Annual Action Plan and Five Year Plan and will be used to plan for the housing needs of such families. The County will prioritize families with children and non-elderly families who have vouchers or who are on its waiting list for vouchers, to lease Accessible Units.

- g. At least 500 of the 1,000 Hard Units shall contain three or more bedrooms. No more than 71 of the Hard Units developed in Exhibit F, Table B census tracts that contain three or more bedrooms shall count towards the County's obligation to create 500 three or more bedroom Hard Units. The Hard Units that are not developed as three or more bedroom units will be developed in a range of bedroom sizes to reasonably reflect the housing needs of families in the County with incomes at 60% or below and at 30% or below AMI. None of the Hard Units will be zero bedroom, efficiency, or single room occupancy (SRO). The County will identify the bedroom size needs of its non-elderly, low income rental households in its Consolidated Plan and Analysis of Impediments or Assessment of Fair Housing, in order to plan for the housing needs of such households.
- h. Baltimore County agrees to commit \$3 million in County dollars per year for 10 years, for a total of \$30 million, to leverage financing for the creation of Hard Units. The funds may be allocated to the existing Economic Development Financing Fund and any unused funds will be rolled over (non-lapsing) and available for use in subsequent years. The initial funding was approved by the County Council as part of the Administration's FY 2015 Budget (\$6 million) and 5 Year Capital Improvement Program (\$15 million over 5 years). Additional funding was approved by the County Council as part of the Administration's FY 2016 Budget (\$3 million). The funds may be administered by the Department of Planning and the Office of Budget and Finance.
 - i. Nothing in subparagraph h. of this paragraph, or this Agreement, shall be construed as compelling the County Council to vote in a particular way on a particular piece of legislation or to take any action in violation of the County's Charter or Code.
- i. At least thirty (30) percent of the Hard Units developed will be Affordable to and occupied by families with children and non-elderly families with incomes at or below thirty (30) percent of AMI, with the remainder of Hard Units Affordable to and occupied by families with children and non-elderly families with incomes at or below sixty (60) percent of AMI.
- j. Hard Units shall be open to families with children and non-elderly families. Occupancy may not be restricted on the basis of age of the head of household.
- k. None of the Hard Units will be in standalone permanent supportive housing Projects or developments. Units financed or subsidized with permanent supportive housing funds will count as Hard Units only if they are fully integrated into Projects or developments in which at least 85% of the units are not financed through or subsidized with permanent supportive housing funds, and if

participation in services is voluntary and not a condition of tenancy for the occupants of the permanent supportive housing unit.

- l. Hard Units will be controlled by deed restrictions or other legal instruments to ensure that they remain Affordable to and occupied by eligible households for a minimum of fifteen (15) years, provided that the affordability term will be longer than fifteen (15) years if the owner of Hard Units, or the Project or development wherein the Hard Units are located, has any financing, deed or other restriction that imposes an affordability requirement beyond fifteen years on the units or the Project or development wherein the units are located, in which case the longer affordability term shall apply to the Hard Units.
- m. The County will enter into contractual agreements with owners and/or operators of Hard Units to require that no owner or operator of Hard Units discriminates against a tenant or applicant who has a Housing Choice Voucher or other public subsidy based on that applicant's or tenant's source of income.
- n. The County will require developers of Hard Units to submit to the County and HUD for review and approval and then implement a plan for marketing to the prospective tenants listed in subparagraph n.ii of this paragraph ("Conciliation Agreement Marketing Plan"). This Conciliation Agreement Marketing Plan is separate from any existing affirmative fair housing marketing requirements applicable to developments. However, HUD's Affirmative Fair Housing Marketing Plan regulations and guidelines (see 24 CFR Part 200, Subpart M) apply to units subject to this Conciliation Agreement Marketing Plan.
 - i. Each Conciliation Agreement Marketing Plan will substantially comply with the requirements of the 2015 Maryland Qualified Allocation Plan and Multi-Family Rental Housing Finance Guide and any additional requirements contained in subsequent revisions of that guide, regardless of whether the developer is seeking a Low Income Housing Tax Credit for the property, provided it is consistent with this Agreement.
 - ii. The activities under each Conciliation Agreement Marketing Plan will target:
 1. African-American families with children who utilize a Housing Choice Voucher;
 2. African-American families with children whose income do not exceed 60% of AMI and who do not utilize a housing choice voucher; and
 3. Families with at least one member who needs a housing unit with accessible features due to a disability.
 - iii. The County will require the owner of any Hard Units to collect data on how many Hard Units in each Project or development are leased or occupied by each of the three categories of prospective tenants. The owner shall provide this data to the County at least monthly for the first twelve months of initial leasing of a Project or development.
 - iv. During the first twelve months of initial leasing of a Project or development, the County will provide Complainants with monthly reports containing the data specified in subparagraph n.iii of this paragraph, and as set forth in Exhibit H. After the first twelve months of leasing of a

Project or development, the County will provide Complainants with annual data for each Project or development in the CA Compliance Reports described further *infra*.

o. The County will use its best efforts to meet the following interim goals:

Year	Units Approved*	Units Constructed	Units Leased	Units Leased to Families with Incomes at 30% or less of AMI	Units Leased with 3 or More Bedrooms	Accessible Units Leased
2016	170	10	10	10	10	5
2017	100	10	10	10	10	5
2018	100	150	85	30	45	10
2019	100	100	100	30	50	10
2020	100	100	100	35	50	10
2021	100	100	100	35	50	10
2022	100	100	100	35	50	10
2023	100	100	100	35	50	10
2024	100	100	100	35	50	10
2025	30	100	100	25	50	10
2026		100	100	10	50	5
2027		30	95	10	35	5
TOTAL	1000	1000	1000	300	500	100

*Development Plan, building permit, and/or financing approval

p. Preservation of Units.

i. The County will take affirmative actions that are necessary to preserve the existing, subsidized rental housing developments in the County described in Exhibit E, including preservation of any affordability restrictions presently in place on those developments.

- ii. If any development listed in Exhibit E is demolished, redeveloped or otherwise loses its current affordability restrictions, the County will:
 - 1. Take affirmative actions within its legal and fiscal capacity that are necessary to facilitate redevelopment through private developers at the same site or in a census tract listed in Exhibit F, Table A of at least the same number of units and bedroom sizes as are expected to be lost or actually lost with substantially similar affordability restrictions and for a period of at least 15 years. Such redevelopment must occur before the existing development is demolished or otherwise loses its current affordability restrictions, and such redevelopment must be ready for occupancy before any tenants in the existing development are relocated or otherwise dispossessed of their units;
 - 2. Provide a first right of return to families displaced by any demolition, redevelopment or loss of affordability restriction;
 - 3. Apply for, accept and utilize any additional vouchers, including any Tenant Protection Vouchers that may be available through HUD, to mitigate any resulting displacement;
 - 4. Provide notice to tenants of the opportunity for vouchers (enhanced or other vouchers) available pursuant to any demolition, redevelopment or loss of subsidy and of the tenant's right to access mobility counseling through the County's Mobility Counseling Program (as defined in this Agreement);
 - 5. Provide notice to tenants of any right to return to or continue to reside at any development pursuant to federal or state law; and
- iii. Actions within the County's power to preserve or redevelop subsidized rental housing units pursuant to this subparagraph p. may include:
 - 1. Exercising any right of first refusal under federal or state law in order to facilitate the transfer of the development to a private developer subject to the restrictions detailed in this subparagraph p.;
 - 2. Soliciting proposals from private developers to redevelop developments proposed for demolition;
 - 3. Allocating County dollars, CDBG, HOME and other funds to leverage financing for any redevelopment with the restrictions detailed in this subparagraph p.; and
 - 4. Investigating and making use of appropriate tools such as Mark to Market, Mark Up to Market, Section 236 decoupling, LIHTC credits and bonds, state rental housing partnership or other state housing funds including MacArthur initiative funds, in order to recapitalize and preserve at risk HUD-assisted housing and LIHTC projects.
- iv. Subsidized units redeveloped pursuant to this subparagraph p. will not count toward the 1,000 Hard Unit requirement described in subparagraph a. of this paragraph.

2. Source of Income Prohibitions

- a. Within one hundred eighty (180) days after the effective date of this Agreement the County Executive will submit to the County Council legislation prohibiting housing discrimination based upon lawful source of income in substantially similar form to the draft bill attached as Exhibit A. The County Executive will promote such legislation (whether introduced at the request of the Executive or independently by a Council member) and oppose weakening amendments.
 - i. Promotion of such legislation includes but is not limited to taking affirmative steps to introduce such legislation and support its adoption, supporting passage of the legislation in public forums and in the media, seeking support from individual Council members, and supporting the legislation at the County Council's Work Session.
 - ii. Should any amendment be considered by the County Council that the County Executive believes might weaken the legislation, the County Executive may seek HUD's views on the effect of the amendment and possible actions, if any, the County Executive should consider taking regarding such amendment.
- b. If legislation submitted under subparagraph a. of this paragraph receives the vote of two or fewer members of the County Council in favor of passage, the County Executive shall not be required to submit the legislation again until the first Monday in July of the following term of office as defined in §§ 203 and 402(a) of the Baltimore County Charter.
- c. If legislation submitted under subparagraph a. of this paragraph receives the vote of three members of the County Council in favor of passage, the County Executive shall be required to submit the legislation again in calendar year 2017. If the legislation submitted in 2017 receives the vote of three members of the County Council in favor of passage, the County Executive shall be required to submit the legislation again in calendar year 2018.
- d. Notwithstanding the provisions of subparagraphs b. and c. of this paragraph, if neither the state of Maryland nor the County passes a law prohibiting housing discrimination based on source of income that is substantially similar to the bill described in Exhibit A by the end of the 2018 General Assembly session, then the County Executive who is in office on January 1, 2019 will submit and promote legislation as described in subparagraph a. of this paragraph in calendar year 2019 and in each calendar year thereafter until adoption or termination of this Agreement, or until the state of Maryland passes a law substantially similar to Exhibit A.
- e. If a County Council member submits legislation substantially similar to Exhibit A, the County Executive will promote such legislation and oppose weakening amendments as described in subparagraph a. of this paragraph regardless of whether the County Executive had an obligation to introduce such legislation in that calendar year.

- f. The County will state in its next Strategic Plan as part of its Consolidated Plan submission in 2016 and in any future Analysis of Impediments or Assessment of Fair Housing that discrimination based on source of income is, for purposes of an Analysis of Impediments, an impediment to fair housing choice or, for purposes of an Assessment of Fair Housing, a significant contributing factor in Baltimore County and identify a goal and actions that the County will undertake to overcome source of income discrimination.
- g. The County's obligations under subparagraphs a through e of this paragraph will terminate on passage by either the Maryland General Assembly or the County Council of a law prohibiting housing discrimination based on source of income that is substantially similar to the bill described in Exhibit A.

3. Mobility Counseling Program

- a. The County shall operate a Mobility Counseling Program (Program) to offer more choice, greater integration and expanded housing opportunities to families served by the Program and to avoid clustering families using Housing Choice Vouchers in racially segregated or low income areas. To achieve this purpose, within ten years following the date of execution of this Agreement, the Program will provide at least 2,000 families who are moving out of census tracts other than those listed in Exhibit F, Table A with voucher-subsidized housing located in census tracts listed in Exhibit F, Table A. To ensure that the Program promotes integration, the County shall take affirmative steps to market the Program to families in census tracts other than those listed in Exhibit F, Table A that are "least likely to lease." The County shall provide quarterly updates to Complainants containing the information set forth in subparagraph III.12.f.iv., and shall confer with Complainants as requested (not to exceed four times per year pursuant to paragraph 12.b herein) to determine how successful the Program is in achieving its intended purpose of increasing integration and make adjustments in its outreach efforts and other Program strategies to ensure that such purpose is met. A key metric in determining success of the Program in the context of the allegations of the complaints in this case is whether the representation of groups "least likely to lease" in Program participation and lease up is consistent with their representation on the County's Housing Choice Voucher waiting list. Those who are "least likely to lease" are defined, for purposes of resolving the allegations in the complaints identified in paragraph 16 of this Agreement, as: families with at least one member who needs a housing unit with accessible features due to a disability, African American families and African American families with children. The County shall ensure that the Program provides benefits and services to families in a non-discriminatory manner, and no one shall be denied participation in the Program because of race or national origin.
- b. The County shall prioritize for participation in the Mobility Counseling Program, HCV applicants and participants who are families residing in census tracts that have been identified as areas of African-American racial concentration in the County's 2011 Analysis of Impediments and in any subsequent updated Analysis of Impediments or Assessment of Fair Housing.

- c. The placement of 2,000 families in the census tracts listed in Exhibit F, Table A as set forth in subparagraph a. of this paragraph includes:
 - i. families who use tenant-based voucher subsidies which include Housing Choice Vouchers and other permanent tenant-based rental assistance such as special purpose vouchers, HOPWA and Continuum of Care rental assistance, in Hard Units; and
 - ii. families who use Project-Based Voucher subsidies provided by the Office of Housing in Hard Units, provided that, for the Project-Based Voucher subsidies:
 - 1. the Office of Housing's contract with an owner receiving project-based voucher assistance requires that assisted units be available exclusively to families referred from the Office of Housing;
 - 2. the use of project-based voucher assistance does not comprise more than twenty-five (25) percent of units in any one building;
 - 3. at least ten (10) percent of the units receiving project-based voucher assistance will be Accessible Units as defined in subparagraph 1.1.b.ii;
 - 4. the term of the project-based vouchers awarded under this Agreement shall be the maximum period of time permitted by HUD. In addition, and consistent with HUD regulations, the County will extend its Housing Assistance Payment Contract (HAP) for project-based vouchers to achieve an affordability term of at least fifteen years or to be consistent with a longer affordability period if any other affordability requirement of the owner extends beyond fifteen years;
 - 5. families assisted with project-based vouchers must be families with annual incomes at or below thirty (30) percent of AMI.
- d. The Office of Housing shall ensure that the housing opportunities created by this Agreement are geographically dispersed throughout the census tracts listed within Exhibit F, Table A and will develop a mechanism for tracking the location of such units.
- e. The Office of Housing will count towards the 2,000 families served by the Mobility Counseling Program, those families who lease units in the census tracts listed in Exhibit F, Table A as identified in the "Mobility Voucher Schedule" attached as Exhibit B and incorporated herein. The Office of Housing will use all available means to market and place voucher holders to meet the obligations of this Agreement and as set forth in Exhibit B and no one shall be denied participation in the Mobility Counseling Program because of race or national origin. At least ten percent of the 2,000 housing units leased in census tracts listed in Exhibit F, Table A will be Accessible Units. The Office of Housing will exert particular effort to ensure that the number of families leasing housing with three or more bedrooms in census tracts listed in Exhibit F, Table A is substantially proportionate to the number of families on the Housing Choice Voucher Wait List who need housing units with three or more bedrooms.
- f. The Mobility Counseling Program will be operated in conformity to the program described in Exhibit C, attached and incorporated herein. The Office of Housing

retains flexibility to make adjustments to the program services set forth in Section "i. Program Services", Mobility Counseling Program, Exhibit C. The Office of Housing will provide notice to the Complainants if it seeks to make a substantial change to the Mobility Counseling Program as set forth in Exhibit C. Upon request of any Party, the Parties shall meet to discuss proposed alterations.

- g. If during the term of this Agreement, a beneficiary of the County's Mobility Counseling Program utilizes their Voucher to lease a new Hard Unit located in a census tract in Exhibit F, Table A, the County may count the use of the mobility voucher towards the requirement to provide 2,000 mobility voucher placements under subparagraph a. of this paragraph.

4. Changes to the Housing Choice Voucher Program

The County Office of Housing, operating as the Public Housing Agency, shall implement the Housing Choice Voucher Reforms set forth in Exhibit D, which are incorporated into this Agreement.

5. Modification Fund.

- a. The County has created a Modification Fund. The Modification Fund shall provide \$300,000 per year for ten years commencing on the effective date of this Agreement, to be administered by the Department of Planning in conjunction with the Office of Housing. The Modification Fund will be used for funding structural modifications needed by families who rent housing units in Baltimore County and who have a household member with a disability who needs such modifications based on their disability. Any portion of the Modification Funds not used in a specific year will roll over so that the funds may be used in future years as needed by persons with disabilities needing structural modifications to their housing units. The Modification Fund provided pursuant to this paragraph is distinct from the County's existing Housing Accessibility Modification Program, and shall constitute a separate program with separate funding accountability. The County's total funding obligation under this paragraph is \$3,000,000.
- b. For the first four years of the administration of the Modification Fund, the fund shall be used exclusively for families who lease units in Baltimore County using a housing voucher. If after four years of good faith efforts and demonstrated outreach to families who have a household member with a disability and who use housing vouchers, less than seventy percent (70%) of the modification funds have been committed, the County may provide for use of uncommitted funds to other low income rental families who need assistance to pay for structural housing modifications to meet the accessibility needs of a family member with a disability. For purposes of this paragraph, a low income family is a family with household incomes at or less than 30 (thirty) percent of AMI. The County shall continue to prioritize use of Modification Funds for families in the housing choice voucher program and shall continue to demonstrate outreach efforts to such families related to the availability and purpose of the Modification Fund.

- c. The Modification Fund is available for structural modifications to rental units to address the needs of individuals with various disabilities including, but not limited to, modifications for individuals using wheelchairs, modifications for individuals who are deaf or hard of hearing, and modifications for individuals with mobility or vision impairments. The Modification Fund is intended to be available in instances when the renter has the burden of making modifications to meet the needs of a family member but lacks financial resources to do so.
- d. The Department of Planning in conjunction with the Office of Housing will provide reports in and through its CAPERs and Annual Action Plans demonstrating the amount of modification funds expended for each family who has received modifications through this program funding. The report will not provide personal identifying information but will identify the type of modifications made and the amount of funds expended.

6. The Reasonable Accommodations Coordinator Role

- a. Within 60 days of execution of this Agreement, the County Office of Housing will establish a "Reasonable Accommodations Coordinator" position. The name and contact information for the Reasonable Accommodations Coordinator shall be available on the County web site. The duties of the Reasonable Accommodations Coordinator include, but are not limited to, coordinating and supervising the following tasks of the Office of Housing:
 - i. providing outreach to voucher holders to identify heads of household or family member(s) who have a disability or indicate a disability during the Office of Housing's eligibility or recertification process. Such outreach will be directed at assisting eligible families to obtain appropriate accommodations or modifications.
 - ii. assisting voucher applicants and voucher holders to make reasonable accommodation or modification requests.
 - iii. educating landlords and management companies on their duties to provide reasonable accommodations and modifications, and providing referrals to the Department of Planning for landlords or management companies requesting assistance in providing modifications.
 - iv. providing training and technical assistance to employees of the County's Office of Housing on disability issues including reasonable accommodations, modifications and accessibility.
 - v. identifying and referring families who may be eligible for modifications funds, as set forth in paragraph III.5, to the Department of Planning.
 - vi. developing a system for tracking requests and responses for reasonable accommodations.
 - vii. providing written materials to voucher applicants and holders that explains their rights to request reasonable accommodations or modifications, and the process for receiving responses and contesting responses from the Office of Housing.

- b. Approval of the Reasonable Accommodations Coordinator will be required for any denial of requests for reasonable accommodations.

7. Modification of County Policies

- a. To further the County's compliance with this Agreement, the County shall modify its policies, plans, and procedures in the following ways:
 - i. The County has eliminated language from the Development Guide which requires developers to obtain evidence of support for a residential rental housing development project from any County Council member prior to moving forward with the project. This prohibition will remain in effect for the term of this Agreement. Within 30 days of the Effective Date of this Agreement, the County will provide to the Complainants and HUD a copy of the Development Guide as revised by this Agreement.
 - ii. The Department of Planning shall notify the Complainants when development proposals, including Planned Unit Development (PUD) applications, that are located in the census tracts listed in Exhibit F and that may meet the obligations of this Agreement, are submitted or referred to the Department of Permits, Approval, and Inspections and distributed to the Department of Planning. If the County reviewing agencies find that the application for a PUD or another development proposal complies with the development regulations in the Baltimore County Code and the Baltimore County Zoning Regulations, or could do so with a reasonably granted variance or waiver, and if the application meets the obligations of this Agreement, the Department of Planning will recommend and advocate for Hearing Officer or County Council approval where such approval is necessary.
 - iii. If the Department of Planning becomes aware of impediments to such development proposals, including impediments that may relate to County policies, laws or regulations, then the Department of Planning shall notify Complainants' counsel and offer to meet. If Complainants' counsel becomes aware of impediments to approval of such development proposals, Complainants' counsel shall notify the Department of Planning and may request a meeting, which request will not be unreasonably denied. The Department of Planning shall not be obligated to share confidential information.
 - iv. If the County fails to satisfy an annual housing unit development goal as set forth in subparagraph III.1.o., within 90 days of the close of that calendar year, the Department of Planning shall conduct an analysis of the barriers to obtaining the units, including barriers in the County's PUD and development laws and process, specify recommendations to address the identified barriers, including any changes to the PUD process, and provide HUD and Complainants' counsel with a copy of this analysis.

8. Revision of County Planning Documents

- a. The County Department of Planning and Office of Housing agree to evaluate, revise and implement their housing and planning documents including the Five-Year Consolidated Plans, Annual Action Plans, and Analysis of Impediments to Fair Housing or Assessment of Fair Housing to facilitate the County's compliance with the plans and actions required by this Agreement and with federal fair housing law. The County further agrees to update the Assessment of Fair Housing no less frequently than every five (5) years.
- b. As part of the next periodic revision of the Baltimore County Master Plan, the County Department of Planning will recommend to the Planning Board revisions to the Master Plan that will facilitate the County's compliance with the plans and actions required by this Agreement and federal fair housing law.
- c. In each Consolidated Plan and Analysis of Impediments or Assessment of Fair Housing submitted after this Agreement becomes final and for the term of the Agreement, the County Department of Planning and Office of Housing will identify and analyze any provisions of law or regulation that impede the County's ability to comply with this Agreement and federal fair housing law and recommend any appropriate actions.

9. Outreach and Education.

- a. The County will continue to fund fair housing activities annually at an appropriate level to sustain maintenance of effort, i.e., no less than FY 2016 levels, for fair housing activities. Fair housing activities shall include fair housing education and outreach, counseling of, referral for and assistance to potential complainants, investigation of potential fair housing violations including testing, response to hate crimes, the provision of general training for housing providers about non-discrimination requirements and general landlord-tenant counseling. If a State or local law prohibiting discrimination based on source of income becomes effective, the County will include rental testing, fair housing counseling for potential victims of discrimination, and education and outreach on source of income discrimination in its fair housing activities.
- b. The fair housing activities described in subparagraph a. of this paragraph shall be conducted by a qualified fair housing enforcement organization, such as Baltimore Neighborhoods, Inc. (BNI), as selected through the County's procurement process for the term of the Agreement.
- c. The County shall not take any action against BNI that is prohibited by §3617 of the Federal Fair Housing Act and 28 C.F.R. §42.107(e) implementing Title VI of the Civil Rights Act of 1964.

10. Other Notice and Education.

- a. Within 180 days of the effective date of this agreement, the County will amend its Rental Housing Registration Procedure so as to require applicants to familiarize themselves with provisions of the Federal Fair Housing Act, as amended, and with Maryland's fair housing law, Md. Code, State Govt. art. § 20-701 *et seq.* as well as Baltimore County's Fair Housing law, Balt. Co. Code, Title 2 § 29-2-101 *et seq.* and

the Maryland Accessibility Code, Md. Code, Public Safety art. §12-202 and implementing regulations. The application process will include a document attesting that applicants know and understand the basic tenets of the applicable anti-discrimination laws as well as a commitment to follow the law.

- b. Within thirty (30) days of the effective date of this Agreement, the County shall inform all of its agents and employees responsible for compliance with this Agreement of the terms of this Agreement.
- e. Training for county employee and officials: Within 180 days of the effective date of this agreement, the County will arrange for all managerial employees with responsibilities or duties related to land use, zoning, housing, planning, or community development, to attend training in federal, state and local fair housing laws, including but not limited to the duty of HUD grantees to affirmatively further fair housing. The County shall also offer this training to all elected County officials.

11. Monitoring.

During the term of this Agreement, HUD may review compliance with this Agreement. As part of such review, HUD may inspect relevant sites and records, examine witnesses and copy pertinent records of the County. The County agrees to provide its full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

12. Reporting and Record-Keeping.

- a. Within ninety (90) days of the effective date of this Agreement, the County shall transmit a photocopy of the five checks required by this Agreement, together with a copy of the delivery tracking report or certified mail receipt as evidence of delivery, to the FHEO Regional Director. The five checks are comprised of three separate checks for individual Complainants, one check for attorneys' fees, and one check for attorneys' case costs.
- b. The County will provide reports to HUD on efforts to comply with all other provisions of this Agreement in conjunction with statutorily-mandated reports due to HUD. Specifically, such reports on compliance with this Agreement (hereinafter, "CA Compliance Reports"), will be due to HUD at the same time as and as an addendum to the Annual Action Plan, due to HUD each May, and at the same time as and as an addendum to the annual update on the Consolidated Annual Performance Evaluation Report (CAPER) due to HUD each September. The County will meet with counsel for the Complainants as reasonably requested, not to exceed four times per year, to discuss progress under this Agreement.
- c. The CA Compliance Reports will report on progress taken to meet the interim goals for leasing Hard Units established at subparagraph III.1.o, including:
 - i. publicly available information on financing, development approval, construction, and anticipated location of Hard Units;
 - ii. the number of leased Hard Units by bedroom size and Project or development address, and, separately, the number of leased Accessible Units by bedroom size and Project or development address;

- iii. the most recent, cumulative demographic data on Hard Unit occupancy by Project address, including with respect to each household residing in a Hard Unit: race, ethnicity, age of head of household, family size, number of minor children, whether household income is at or below 60% percent AMI or at or below 30% AMI, whether the household is receiving a Tenant-based or Project-based voucher, whether the household needs a fully Accessible Unit or specific accessibility features, whether the household is residing in a unit with the needed accessibility features, and how many Hard Units in each Project or development are occupied by each of the three categories of prospective tenants specified in subparagraph III.1.n.ii.;
 - iv. expenditures and work completed using the Department of Planning's Housing Accessibility Modification Program and Modification Fund;
 - v. revisions to Planning documents;
 - vi. outreach and education of the development community regarding Hard Units;
 - vii. status of legislation to prohibit discrimination based on Source of Income;
 - viii. evidence of training
- d. The County will require the owner of any Hard Units to collect the demographic data specified in subparagraph c.iii of this paragraph *supra*. The owner shall provide this data to the County at least monthly for the first twelve (12) months of initial leasing of a Project or development. During the first twelve (12) months of initial leasing of a Project or development, the County will provide Complainants with monthly reports on the demographic data specified in subparagraph c.iii of this paragraph for each Project or development as set forth in Exhibit H. After the first twelve (12) months of leasing of a Project or development, the County will provide Complainants with annual demographic data specified in subparagraph c.iii. of this paragraph for each Project or development in the CA Compliance Reports.
- e. The County shall forward to HUD objective evidence of the successful completion of training, in the form of a Certificate or a letter from the entity conducting the training, together with a list of participants, within five (5) days of the completion of the training, as evidence of compliance with subparagraph III.10.c., of this Agreement.
- f. The Office of Housing shall provide reports on implementation of the Mobility Counseling Program annually. Reports will be submitted in conjunction with the Office of Housing's submission of its PHA Annual Plan. Reports shall identify:
 - i. Landlord Outreach conducted;
 - ii. Demographic data on participants issued vouchers who leased units in Exhibit F, Table A census tracts including race, ethnicity, family size, age of head of household, number of minor children, number of bedrooms in unit leased, bedroom size of voucher issued to participant, whether household income is at or below thirty percent of AMI, whether the household is receiving a Tenant-based or Project-based subsidy, whether the household needs an Accessible Unit or specific accessibility features,

- and whether the household is residing in a unit with the needed accessibility features.
 - iii. Mobility Counseling Program services provided to participants in the Program, including pre-move and post-move counseling services provided; and
 - iv. Data related to lease-up and retention of families in housing units in Exhibit F, Table A census tracts. Lease-up data shall include for each household: the census tract outside of Exhibit F, Table A that the household moved from; the census tract in Exhibit F, Table A the household moved to; whether the household is 'least likely to lease' as defined in subparagraph III.3.a., and which categories of 'least likely to lease' the household meets.
- g. The County will provide reports on compliance with specific aspects of this Agreement as specified in the respective paragraphs *supra* to HUD with copies to the Complainants.
 - h. For each paragraph in which no report is required or otherwise specified, the County will provide a report each year through its CAPER and/or Annual Action Plan to HUD with copies to the Complainants on the actions the County has taken in the past year to comply with the Agreement.
 - i. All required reports, certifications and documentation of compliance submitted to HUD must be submitted to:

Director, Office of Fair Housing & Equal Opportunity
 HUD Baltimore Office
 10 S. Howard Street
 Baltimore, MD 21201

- j. Copies of all reports, certifications and documentation of compliance must be submitted to Complainants by delivery to

Maryland Legal Aid Bureau,
 attn: Supervising Attorney
 29 W. Susquehanna Ave.,
 Suite 305,
 Towson, MD 21204.

- k. Throughout the term of this Agreement, the County shall retain all records relating to implementation of the provisions of this Agreement.

13. Breach

- a. Complainants may not file an enforcement action for breach of this Agreement unless they have first provided the County with a notice of dispute, which shall trigger an obligation for good faith negotiations between the County and Complainants regarding the issue(s) in dispute. The period for informal negotiations shall not exceed thirty (30) days from the time the Complainants send the notice of

dispute, unless that period is modified by written agreement of the County and Complainants.

- b. Whenever the Secretary of HUD has reasonable cause to believe that the County has breached this Agreement, the matter may be referred to the Attorney General of the United States with a recommendation to commence a civil action in the appropriate U.S. District Court, pursuant to 42 U.S.C. §§ 3610(e) and 3614(b)(2). The Complainants also may enforce this Agreement and may bring a claim based on any breach of this Agreement pursuant to 42 U.S.C. § 3613, provided however, that Complainants have provided notice and attempted to resolve their dispute as set forth in this paragraph prior to seeking enforcement in a court of law.

14. Individual Relief

Individual relief for Complainants [REDACTED] is contained in Exhibit G attached and incorporated herein.

15. Attorneys' Fees and Costs.

Within sixty (60) days of the effective date of this Agreement, the County shall pay Complainants \$390,000 in attorneys' fees and \$9,000 in costs relating to this matter. The payments shall be made by check payable to The Maryland Disability Law Center and sent by overnight mail to Lauren Young, 1500 Union Ave. Suite 2000, Baltimore, Maryland 21211.

16. Mutual Release

- a. Complainants hereby forever waive, release, and covenant not to sue the County, its successors, assigns, agents, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter of HUD Case Numbers 03-12-0027-8, 03-12-0031-8, 03-12-0032-8, 03-12-0036-8, 03-12-0037-8, 03-12-0036-6, 03-12-0031-6, 03-12-0027-6, 03-12-0032-6, 03-12-0037-6, 03-12-0036-4, 03-12-0027-4, 03-12-0037-4, 03-12-0036-9, 03-12-0031-9, 03-12-0027-9, 03-12-0032-9, 03-12-0037-9, 03-12-0036-D, 03-12-0027-D, and 03-12-0037-D.
- b. The County hereby forever waives, releases, and covenants not to sue HUD or Complainants their successors, assigns, agents, officers, board members, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter of HUD Case Numbers: 03-12-0027-8, 03-12-0031-8, 03-12-0032-8, 03-12-0036-8, 03-12-0037-8, 03-12-0036-6, 03-12-0031-6, 03-12-0027-6, 03-12-0032-6, 03-12-0037-6, 03-12-0036-4, 03-12-0027-4, 03-12-0037-4, 03-12-0036-9, 03-12-0031-9, 03-12-0027-9, 03-12-0032-9, 03-12-0037-9, 03-12-0036-D, 03-12-0027-D, and 03-12-0037-D.
- c. With the execution of this Agreement, HUD's Assistant Secretary for Fair Housing and Equal Opportunity shall dismiss the complaints for HUD Case Numbers 03-12-0027-8, 03-12-0031-8, 03-12-0032-8, 03-12-0036-8, 03-12-0037-8,

03-12-0036-6, 03-12-0031-6, 03-12-0027-6, 03-12-0032-6, 03-12-0037-6, 03-12-0036-4, 03-12-0027-4, 03-12-0037-4, 03-12-0036-9, 03-12-0031-9, 03-12-0027-9, 03-12-0032-9, 03-12-0037-9, 03-12-0036-D, 03-12-0027-D, and 03-12-0037-D and shall cease all investigation and enforcement activities arising out of these cases.

17. Effective Date and Term

- a. This Agreement shall govern the conduct of parties to it for a period of twelve years from the effective date of the Agreement.
- b. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to the Fair Housing Act, nor a Voluntary Compliance Agreement pursuant to Title VI, Section 504, ADA, and Section 109 unless and until such time as it is approved by the U.S. Department of Housing and Urban Development, through the FHEO Regional Director or his or her designee.
- c. This Agreement shall become effective on the date on which it is approved by the Director, Fair Housing and Equal Opportunity (FHEO); Mid-Atlantic Regional Office, in Philadelphia, PA, of the United States Department of Housing and Urban Development (HUD).

FOR COMPLAINANT

Date: 2. 2nd - 16

FOR COMPLAINANT

Date:

3-1-16

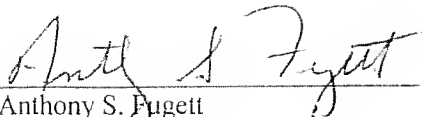
FOR COMPLAINANT

[REDACTED]

[REDACTED]

Date: 3/1/16

FOR COMPLAINANT BALTIMORE COUNTY BRANCH OF THE NAACP:


Anthony S. Fugett
President

Date: 2/27/16

FOR COMPLAINANT BALTIMORE NEIGHBORHOODS, INC.:


Robert Strupp
Executive Director

Date: 2/29/2016

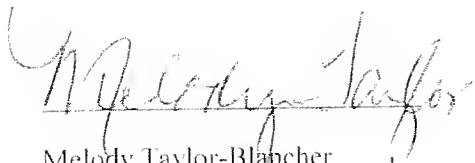
On behalf of Respondent, Baltimore County, Maryland



Fred Homan
County Administrative Officer

Date: 3/7/16

For the Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity:



Melody Taylor-Blancher
Regional Director
Office of Fair Housing and Equal
Opportunity

03/07/16

Date

EXHIBIT A

Human Relations – Source of Income Discrimination

FOR the purpose of prohibiting discrimination against a person in the rental, sale, listing, representation or soliciting of housing based on source of income; prohibiting discrimination based on source of income in a restrictive covenant; providing for a certain exception; amending certain definitions; defining a certain term; and generally relating to discrimination in housing on the basis of source of income.

By repealing and reenacting, with amendments

Sections 29-2-101 and 29-2-102(e)
Article 29. Human Relations
Baltimore County Code, 2003

By adding

Section 29-2-104(e)
Article 29. Human Relations
Baltimore County Code, 2003

SECTION 1. BE IT ENACTED BY THE COUNTY COUNCIL OF BALTIMORE COUNTY, MARYLAND, that the Laws of Baltimore County shall read as follows:

Article 29. Human Relations

§ 29-2-101. DEFINITIONS.

- (a) In general. In this subtitle the following words have the meanings indicated.
- (b) **DISCRIMINATION. "DISCRIMINATION" INCLUDES DISCRIMINATION BASED ON SOURCE OF INCOME.**
- (c) **Discriminatory restrictive covenant. "Discriminatory restrictive covenant" means a specification limiting the transfer or rental of a dwelling because of the person's race, creed, religion, color, sex, age, national origin, marital status, sexual orientation, gender identity or [expression or] EXPRESSION, SOURCE OF INCOME, OR physical or mental disability.**
- [(c)] (D) **Housing.**
 - (1) "Housing" means a dwelling for the use of one or more individuals, groups, or families.
 - (2) "Housing" includes a mobile home site or land offered for sale or lease for the construction of a dwelling.
- [(d)] (E) **Rent. "Rent" means to rent, lease, sublease, let, or otherwise grant for consideration the right to occupy premises not owned by the occupant.**
- (F) **SOURCE OF INCOME.**

(1) "SOURCE OF INCOME" MEANS ANY LAWFUL SOURCE OF MONEY PAID DIRECTLY OR INDIRECTLY TO, OR ON BEHALF OF, A RENTER OR BUYER OF HOUSING.

(2) "SOURCE OF INCOME" INCLUDES INCOME FROM:

(I) A LAWFUL PROFESSION, OCCUPATION, OR JOB;

(II) RECEIPT OF A FEDERAL, STATE, OR LOCAL BENEFIT,

INCLUDING:

1. RECEIPT OF FEDERAL, STATE, OR LOCAL PUBLIC ASSISTANCE, INCLUDING MEDICAL ASSISTANCE OR DISABILITY BENEFITS, OR RECEIPT OF FEDERAL, STATE, OR LOCAL HOUSING SUBSIDIES, INCLUDING RENTAL ASSISTANCE OR RENTAL SUPPLEMENTS, OR BECAUSE A PERSON IS SUCH A RECIPIENT, OR BECAUSE OF ANY REQUIREMENT OF SUCH PUBLIC ASSISTANCE, RENTAL ASSISTANCE OR HOUSING SUBSIDY;

2. HAVING A HISTORY OF RECEIVING BENEFITS AS PROVIDED UNDER SUBSUBPARAGRAPH 1 OF THIS SUBPARAGRAPH; OR

3. BEING REGARDED AS HAVING A HISTORY OF RECEIVING BENEFITS AS PROVIDED UNDER SUBSUBPARAGRAPH 1 OF THIS SUBPARAGRAPH;

(III) A GIFT, AN INHERITANCE, A PENSION, ANNUITY, ALIMONY, CHILD SUPPORT, OR OTHER CONSIDERATION OR BENEFITS; OR

(IV) THE SALE OR PLEDGE OF PROPERTY OR AN INTEREST IN PROPERTY.

§ 29-2-102. PROHIBITIONS.

(c) Property values; change in nature of neighborhood. Whether the person is acting for monetary gain or not, a person may not engage in discrimination by representing that the existing or potential proximity of real property owned, used, or occupied by persons of a particular race, creed, religion, physical or mental disability, color, sex, national origin, age, sexual orientation, gender identity or expression, SOURCE OF INCOME, or marital status will or may result in:

(1) The lowering of property values;

(2) A change in the racial, religious, or ethnic character of the block, neighborhood, or area in which the property is located; or

(3) A decline in quality of the schools and institutions serving the area.

§ 29-2-104. EXCEPTIONS.

(E) THE PROHIBITION IN THIS SUBTITLE AGAINST DISCRIMINATION BASED ON SOURCE OF INCOME DOES NOT:

(1) PROHIBIT A PERSON FROM DETERMINING THE ABILITY OF A POTENTIAL BUYER OR RENTER TO PAY A PURCHASE PRICE OR PAY RENT BY VERIFYING, IN A COMMERCIALLY REASONABLE AND NONDISCRIMINATORY MANNER, THE SOURCE AND AMOUNT OF INCOME OF THE POTENTIAL RENTER OR BUYER; OR

(2) PREVENT A PERSON FROM REFUSING TO CONSIDER INCOME DERIVED FROM CRIMINAL ACTIVITY.

SECTION 2. AND BE IT FURTHER ENACTED, that this Act shall take effect 45 days from its enactment

EXHIBIT B

Mobility Voucher Program Schedule Over Ten Years*

Program year	Total vouchers
1-2	240
3-5	640
6-8	640
9-10	480
Cumulative voucher total	2000

* At least 10% of the units available through the Mobility Counseling Program will be Accessible Units as defined in subparagraph 1.1.b.ii of the Agreement.

EXHIBIT C

Mobility Counseling Program

(a) Voucher Placements. The Office of Housing will operate a Mobility Counseling Program (Program) that, within ten years of the effective date of this Agreement, will result in 2,000 families leasing housing in census tracts listed in Exhibit F, Table A using a housing choice voucher (HCV) or other permanent tenant-based rental assistance. The Office of Housing will make good faith efforts to ensure that the housing opportunities created by this Agreement are geographically dispersed throughout the census tracts listed in Exhibit F, Table A. At least ten percent of the 2,000 housing units leased will be Accessible Units as defined in subparagraph I.1.b.ii. The Office of Housing will count towards the 2,000 families served, those families who lease units in census tracts listed in Exhibit F, Table A as identified in the "Mobility Voucher Schedule" attached as Exhibit B.

(b) Voucher Schedule. The Office of Housing will operate its Program in substantial conformity to the schedule attached as Exhibit B.

(c) Commencement. The Program will initially target families from the HCV waiting list who are identified as the next eligible families to receive vouchers, (referred to as "Call-ups"). Within a year of operation, the Program will expand to offer its services to families who use a HCV to subsidize their housing costs. The Program will educate families about the benefits of the Program and encourage their participation: 1) during the family's annual HCV recertification process; 2) when a family gives the Office of Housing notice of intent to move, and 3) as otherwise determined by the County Office of Housing. Within two years of operation the Office of Housing will determine how to make the Program available to families using any other voucher or permanent tenant-based rental assistance administered by the County including special purpose vouchers, HOPWA and Continuum of Care permanent housing or permanent supportive housing rental assistance.

(d) Structure. Participation in the Program shall be voluntary for HCV applicants and participants. The failure of a family to participate in the Program and any decision by a family to drop out of the Program shall not be grounds for termination from the HCV program or removal from the waiting list; or for a denial of other benefits under the HCV program. However, a family who does not participate in the Program is not entitled to receive the services and benefits of that Program.

(e) Eligibility.

i. **Employment and Training:** To be eligible for the Program, a head of household or the head of household's spouse or partner shall be employed or in a training program, seeking employment or willing to participate in a training program, or have a disability. An applicant may not be required to participate in any particular training program. An applicant may request a reasonable accommodation or apply for a hardship waiver to the requirement that they participate in a work or training program, which accommodation or waiver shall be reasonably provided by the Office of Housing. Examples of hardship exemptions include

when a single head of household has young children and is without adequate child care or the financial means to purchase adequate child care, when a head of household or partner is caring full time for a family member with a disability, or when the head of household or partner has transportation barriers to available employment or training programs.

a) Participation in a Work Activity under the Temporary Cash Assistance program (TCA) shall count as meeting the employment and training requirement of the Program. If an individual is exempt from the TCA Work Activity requirement or has been granted good cause for failing to participate in the Work Activity, the individual shall also be exempt from such requirement under the Program.

b) If the head of household or partner is receiving Unemployment Insurance and complying with the rules of that program they will be deemed in compliance with the employment and training requirements of the Program.

ii. Pre-placement services: Families may be required to attend a reasonable minimum number of workshops during the pre-placement process and may be terminated from the Program for failure to attend pre-placement sessions.

Termination from the Program does not otherwise affect the family's status for the HCV Program. For example, if a family on the waiting list for a HCV is accepted to the Program but thereafter fails to attend the required pre-placement sessions, the family may be found ineligible to participate in the Program but will retain its status on the waiting list for a HCV. If a family currently uses a HCV and has applied to the Program but thereafter fails to attend required pre-placement services, the family may be found ineligible for the Program but will retain its current HCV. Nothing in this Agreement requires the Office of Housing to terminate a family from the Program for failure to attend pre-placement services and the Office of Housing may grant exceptions for families as reasonable accommodations or as otherwise provided in the discretion of the Office of Housing.

(f) Voucher Payment Standards. The Office of Housing will utilize applicable payment standards up to 120% of FMR for families in the Program, and as supported by the data and necessary to lease housing in Exhibit F, Table A census tracts, shall seek approval from HUD for authority to increase payment standards above 120% of FMR. The Office of Housing will also utilize exception payment standards as needed, consistent with HUD requirements, to ensure that families with disabilities may lease units with accessible features in Exhibit F, Table A census tracts.

(g) Landlord Outreach. The Office of Housing will use its best efforts to conduct outreach to market the Program to owners of rental housing in Exhibit F, Table A census tracts and to increase the availability of housing for families in its Mobility Counseling Program. The Office of Housing will develop and implement a landlord outreach plan and will leverage existing relationships with experienced realtors to recruit landlords with units in Exhibit F, Table A census tracts.

(h) Staffing. The Program will operate with a minimum of four full time staff.

(i) Program Services. Services for families in the Program include:

- i. An outreach plan will be developed to inform participating families, applicants on the HCV waiting list, and other eligible families about the Program. The plan will include outreach conducted at the Office of Housing and presentations to organizations that employ low income workers, or work with low income families and families with disabilities. The outreach plan will encourage voucher holders to consider relocation to unfamiliar areas of the County and will stress the benefits of the Program, which may include improved opportunities for education, employment, training, positive health outcomes or other quality of life indicators. The outreach plan will include methods for engaging landlords with units of three or more bedrooms and units with accessible features.
- ii. Mobility Counselors will develop individualized family plans, in consultation with each family, for families who choose to participate in the Program. The plan will be tailored to enable a family to successfully lease housing in Exhibit F, Table A census tracts.
- iii. The Program will include 36 months of counseling services, to include pre-move, move and post move services at a schedule to be determined by the Office of Housing, provided that post-move counseling shall also be available as reasonably requested by a family. Moreover, families who request post-move counseling services from an agency other than the Office of Housing shall be referred to other agencies for assistance. The Office of Housing will document such requests and where it has made referrals.
- iv. The Program will offer families the following services as useful to the family:
 1. Credit repair;
 2. Financial literacy and household banking and budgeting;
 3. Housekeeping and maintenance tips;
 4. Orientation to 'good neighbor' relationships, rights and responsibilities;
 5. Negotiations with landlords as needed, including to mitigate tenant selection criteria;
 6. Leasing and tenancy services, including negotiating and understanding a lease, tenancy obligations and related paperwork;
 7. Housing search assistance, including transportation assistance and provision of accessible transportation for persons with mobility impairments, so participants can view housing units available in Exhibit F, Table A census tracts;
 8. Education on utility obligations, budget billing and energy assistance programs that may be available to reduce bills;
 9. Provision of child care assistance to families searching for units, as resources allow;
 10. Counseling about education, early childhood education, and child care options in various Exhibit F, Table A census tracts;
 11. Referrals to training and employment options in Exhibit F, Table A census tracts;
 12. Assistance seeking reasonable accommodations as necessary for families with disabilities to obtain housing;

13. Coordination with the Housing Assistance Modification Program (HAMP) to secure funding and modifications for families who need housing modifications to accommodate a household member with a disability;
14. One-on-one assistance throughout the Program;
15. A fund to assist participants to offset the costs of moving expenses, security deposits or application fees as further set forth in subparagraph k. Security deposit assistance may be made through a revolving loan program;
16. Orientation to new communities and linkage with community organizations in Exhibit F, Table A census tracts that can provide post-move support to families;
17. Assistance and referrals in the event that participants encounter discrimination or harassment;
18. Fair housing briefings and referrals for program participants for potential discrimination and fair housing law violations; and
19. Tours of housing located in the census tracts listed in Exhibit F, Table A.

(j) Within sixty (60) days of the effective date of this Agreement, the County will enter into an agreement with a qualified, local non-profit fair housing organization to provide the fair housing briefings for Program participants described above.

(k) *Lease Up Assistance.* The County, through the Office of Housing, shall facilitate distribution of a minimum of \$200,000.00 to help fund moving expenses, security deposits, application fees or utility hook-ups or as otherwise needed by families in the Program. The County will make best efforts to supplement funding through future contributions from multiple sources. In facilitating the distribution of resources to assist families, the Office of Housing will give particular consideration to the cost burden for larger size families with children.

(l) *Payment Standards.* If the reporting of the Office of Housing demonstrates that the percent of participant families with a voucher for three or more bedrooms who do not successfully lease up units is significantly higher than the lease up rate for families needing smaller size bedroom units, the Office of Housing shall take steps to increase payment standards amounts based on 50th percentile of Fair Market Rent or higher, and/or request HUD approval of exception payment standards above 120% for families based on bedroom size and to provide an opportunity for families to move to Exhibit F, Table A census tracts. The Office of Housing will also use its ability to provide exception payments for individuals with disabilities to secure their opportunities to lease units with accessible features.

EXHIBIT D

Voucher: Program Reforms

1. Application

(a) Within sixty (60) days of the effective date of this Agreement, the Baltimore County Office of Housing will change its Housing Choice Voucher (HCV) application to collect information on whether an applicant household includes a member with a disability and whether the family member needs an Accessible Unit or a unit with specific accessible features. The application will also collect information related to family size and bedroom unit needs. A draft of the new application will be provided to HUD and Complainants for feedback prior to its finalization. The County will maintain this information and use it to:

- i. Identify the number of households needing Accessible Units or specific accessible features, including the bedroom sizes needed by families needing Accessible Units;
- ii. Create a list of families who can be referred to Accessible Units or placed on a waiting list for such units;
- iii. Create a list of families who will be notified of the Modification Fund program developed pursuant to paragraph III.5 of this Agreement; and
- iv. Assist in planning for the creation of new Accessible Units of various bedroom sizes in the County and as required by subparagraphs III.1.f and III.1.g of the Agreement.

(b) Within sixty (60) days of the effective date of this Agreement, the Office of Housing will change its HCV application to include language informing applicants that if they have a disability and need assistance completing the HCV application, they can request assistance by contacting the Reasonable Accommodations Coordinator, whose contact information shall be provided on the application. The application will include information about the process of requesting reasonable accommodations.

(c) By January 1, 2016, the Office of Housing will implement a new computerized software system to track and assist in processing HCV applications. The Office of Housing will ensure that the new software program can track requests for reasonable accommodations and for Accessible Units or units with accessible features and families by requested unit bedroom size.

(d) The Office of Housing will create a tracking and reporting system for reasonable accommodation and modification requests and the responses of the Office of Housing.

(e) Within sixty (60) days of the effective date of this Agreement, the Office of Housing will revise its HCV applications to capture alternate contact information from applicants, including an individual or organization that may be contacted to facilitate contact with the applicant.

(f) The Office of Housing shall provide HCV applicants the opportunity to apply for Project Based Voucher opportunities when such opportunities are created.

2. Recertification

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(a) During the recertification processes for HCV participants, the Office of Housing will collect information on whether a household includes a member with a disability and whether the family member needs an Accessible Unit or a unit with specific accessible features. The Office of Housing will use this information to add families to a waiting list of families needing Accessible Units and to match the family with appropriate units; to plan for development of needed units in the voucher program and as required by subparagraph III.1.f. of this Agreement; and to provide such families with information about the Modification Fund set forth in paragraph III.5 of this Agreement.

(b) During the recertification process, HCV participants will receive written information about the Office of Housing's policy for requesting Reasonable Accommodations and contact information for the Reasonable Accommodations Coordinator.

3. Housing Choice Voucher Program Guide.

(a) The Office of Housing agrees to revise its Housing Choice Voucher Guide to include information on the availability of exception rent to obtain accessible units.

(b) The Office of Housing agrees to revise its Housing Choice Voucher Guide to include information on the Mobility Counseling Program and Modification Fund established pursuant to this Agreement.

(c) The Office of Housing will revise the language of the Housing Choice Voucher Guide, which describes housing discrimination under the Fair Housing Act to include disability discrimination as a protected class. The County and the Maryland Disability Law Center will collaborate to revise language in the Housing Choice Voucher Guide so that it reflects fair housing law related to reasonable accommodations, live in aids, and when landlords are required to make reasonable modifications.

(d) The Office of Housing will revise its Housing Choice Voucher Guide to include information on Project Based Voucher opportunities when such opportunities are developed.

4. Office of Housing Administrative and PHA Plan.

(a) The Office of Housing will revise its Administrative and PHA Plan as necessary to conform to this Agreement and Exhibits.

EXHIBIT E

LOW INCOME HOUSING TAX CREDIT FAMILY RENTAL PROPERTIES.

Name	Address	# Units	LIHTC Credit Allocation Year
[REDACTED]	[REDACTED]	[REDACTED]	1998
[REDACTED]	[REDACTED]	[REDACTED]	2005
[REDACTED]	[REDACTED]	[REDACTED]	2005
[REDACTED]	[REDACTED]	[REDACTED]	2008
[REDACTED]	[REDACTED]	[REDACTED]	2012
[REDACTED]	[REDACTED]	[REDACTED]	1991

HUD-SUBSIDIZED FAMILY RENTAL PROPERTIES.

Name	Address	# Units	Subsidy Type and Year When Known
[REDACTED]	[REDACTED]	[REDACTED]	Project-based Section 8
[REDACTED]	[REDACTED]	[REDACTED]	Section 8/FHA Section 8
[REDACTED]	[REDACTED]	[REDACTED]	Section 8/Preservation/FHA
[REDACTED]	[REDACTED]	[REDACTED]	Project-based Section 8

EXHIBIT F

Location of Hard Units

Table A: An unlimited number of the Hard Units may be located in the following 116 census tracts:

4001	4002	4004	4005	4006	4007.01	4007.02	4008
4009	4010	4014	4015.03	4015.04	4023.05	4025.09	4032.02
4033	4034.01	4034.02	4035	4036.01	4036.02	4037.01	4037.02
4038.01	4038.02	4038.03	4041.01	4042.01	4044.02	4044.04	4045.01
4048	4049	4050	4060	4070.01	4081	4082	4083.02
4083.03	4083.04	4084	4085.02	4085.03	4085.05	4085.06	4085.07
4086.01	4086.02	4087.02	4087.03	4087.04	4088	4089	4101
4102	4111.01	4112.01	4112.02	4113.02	4113.03	4113.06	4113.07
4113.08	4113.09	4114.04	4114.06	4114.07	4114.08	4114.09	4114.10
4304	4306	4307	4308	4309	4401	4402	4403
4405	4406	4407.02	4408	4519	4901	4902	4903.01
4903.02	4904	4905	4906.01	4906.02	4906.03	4906.05	4907.01
4907.03	4908	4909	4910	4911	4912.01	4912.02	4913
4915	4916	4917.01	4919	4920.01	4920.02	4921.01	4921.02
4922	4924.01	4924.02	4926				

Table B: No more than 142 of the Hard Units may be located in the following 16 census tracts or portions of census tracts.

4015.05	4015.06	4026.03	4026.04	4041.02	4042.02*	4201
4203.02	4205*	4404	4411.01	4411.02	4503	4512
4518.01	4524					

*Portions of these tracts with >38% African Americans and Median Income < \$66,486 and within a Tier 2 Elementary School boundary are not eligible for Hard Unit placement.

EXHIBIT G

Individual Relief

- [REDACTED]
- i. Within four (4) months of the execution of this Agreement, the County will offer [REDACTED] an appropriately sized, rental housing unit that is located in a census tract listed in Exhibit F, Table A; is an Accessible Unit as defined in subparagraph I.1.b.i; is Affordable as defined in subparagraph I.1.c.ii. of this Agreement; is on one floor; and is served by public transportation. [REDACTED] shall have ten (10) days to notify the County whether the unit is acceptable for her and her family. Once she has indicated that the unit is acceptable to her, she agrees to occupy the unit within sixty (60) days of her acceptance. If [REDACTED] does not occupy the offered unit within 60 days of the date of her acceptance, the County shall have no further obligation to offer [REDACTED] any additional units under this Agreement. The obligations of the Office of Housing shall continue to [REDACTED] as long as she remains a participant in the Housing Choice Voucher Program.
 - ii. The County shall make a good faith effort to obtain the rental unit in section i. above, by using a Project Based Voucher from the County Office of Housing. If the County cannot secure the property through use of a Project Based Voucher, the County will use good faith efforts to negotiate with the landlord or property owner to enter into a Housing Assistance Payment contract that is renewable for a total of five (5) years. In the event that [REDACTED] leases a unit and the Housing Assistance Payment contract is terminated for reasons unrelated to [REDACTED] obligations under her lease or under the Housing Choice Voucher Program, the County shall offer assistance to [REDACTED] to identify an Accessible Unit located in a census tract listed in Exhibit F, Table A.
 - iii. If [REDACTED] is in the middle of a lease term at the time an acceptable housing unit is offered by the County and [REDACTED] ends her lease in order to obtain the Accessible Unit, such action will not jeopardize her participation in the Housing Choice Voucher Program.
 - iv. [REDACTED] shall be offered services under the County's Mobility Counseling Program as set forth in this Agreement.
 - v. The County shall pay the amount of \$60,000.00 for [REDACTED] in full and final settlement of her claims under this Agreement. The receipt of this settlement amount by [REDACTED] under this Agreement shall not be considered as an asset or as income for purposes of establishing [REDACTED] eligibility and rental obligation in the Housing Choice Voucher Program. Payment shall be made within sixty (60) days of the execution of this Agreement. The check shall be made payable to: First Maryland Disability Trust for benefit of [REDACTED] and shall be mailed to: Executive Director, First Maryland Disability Trust 1400 Front Avenue, Suite 200, Lutherville, MD 21093, and with a copy of the check mailed to Lauren Young, Esq., Maryland Disability Law Center, 1500 Union Avenue, Room 2000, Baltimore, MD 21211.

- vi. The County shall pay for the moving expenses, security deposit and utility hook-up fees related to [REDACTED] first move under this Agreement
- vii. Upon satisfaction of the obligations to [REDACTED] set forth herein, the County will have met its obligations to her under this Agreement.

[REDACTED]

- viii. Within four (4) months of the execution of this Agreement, the County will offer [REDACTED] an appropriately sized, rental housing unit that is located in a census tract that is listed in Exhibit F, Table A; is an Accessible Unit as defined in subparagraph I.1.b.i., is Affordable as defined in subparagraph I.1.c.ii. of this Agreement and is served by public transportation. [REDACTED] shall have ten (10) days to determine whether the unit is acceptable for her and her family. Once she has indicated that the unit is acceptable to her, she agrees to occupy the unit within sixty (60) days of her acceptance. If [REDACTED] does not occupy the offered unit within 60 days of the date of her acceptance, the County shall have no further obligation to offer [REDACTED] any additional units under this Agreement. The obligations of the Office of Housing shall continue to [REDACTED] as long as she remains a participant in the Housing Choice Voucher Program.
- ix. The County shall make a good faith effort to obtain the rental unit in section viii. above, by negotiating a lease with the landlord or property owner to enter into a Housing Assistance Payment contract that is subsidized by a tenant based voucher and is renewable for a total of five (5) years. In the event that [REDACTED] leases a unit and the housing assistance payment contract is terminated for reasons unrelated to [REDACTED] obligations, under her lease or under the Housing Choice Voucher Program, the County shall offer assistance to [REDACTED] to identify an Accessible Unit located in a census tract listed in Exhibit F, Table A.
- x. If [REDACTED] is in the middle of a lease term at the time an acceptable housing unit is offered by the County and [REDACTED] ends her lease in order to obtain the Accessible Unit, such action will not jeopardize her participation in the Housing Choice Voucher Program.
- xi. [REDACTED] shall be offered services under the County's Mobility Counseling Program as set forth in this Agreement.
- xii. The County shall pay the amount of \$40,000.00 to [REDACTED] in full and final settlement of her claims under this Agreement. The receipt of this settlement amount by [REDACTED] under this Agreement shall not be considered as an asset or as income for purposes of establishing [REDACTED] eligibility and rental obligation in the Housing Choice Voucher Program. Payment shall be made within sixty (60) days of the execution of this Agreement. The check shall be made payable to: [REDACTED] and unless notified otherwise mailed to [REDACTED] Baltimore, MD 21201-1298, and a copy of the check mailed to N. Renae Davis, Esq., Maryland Legal Aid Bureau, 29 W. Susquehanna Ave., Suite 305, Towson, MD 21204.
- xiii. The County shall pay the moving expenses, security deposit and utility hook-up fees related to [REDACTED] move to an Accessible Unit under this Agreement.

- xiv. Upon satisfaction of the obligations to [REDACTED] as set forth herein, the County will have met its obligations to her under this Agreement.
- [REDACTED]
- xv. Within four (4) months of the execution of this Agreement, the County will offer [REDACTED] an appropriately sized rental housing unit that is located in a census tract listed in Exhibit F, Table A; is Affordable as defined in subparagraph 1.1.c.ii. of this Agreement; and is served by public transportation. [REDACTED] shall have ten (10) days to determine whether the unit is acceptable for her and her family. Once she has indicated that the unit is acceptable to her, she agrees to occupy the unit within sixty (60) days of her acceptance. If [REDACTED] does not occupy the offered unit within 60 days of the date of her acceptance, the County shall have no further obligation to offer [REDACTED] any additional units under this Agreement. The obligations of the Office of Housing shall continue to [REDACTED] as long as she remains a participant in the Housing Choice Voucher Program.
- xvi. The County shall make a good faith effort to obtain the rental unit in section xv. above, by negotiating with the landlord or property owner to enter into a Housing Assistance Payment contract that is subsidized by a tenant based voucher and renewable for a total of five (5) years. In the event that [REDACTED] leases a unit and the Housing Assistance Payment contract is terminated for reasons unrelated to [REDACTED] obligations under her lease or under the Housing Choice Voucher Program, the County shall offer assistance to [REDACTED] to identify an appropriately sized Affordable rental unit located in a census tract listed in Exhibit F, Table A.
- xvii. If [REDACTED] is in the middle of a lease term at the time an acceptable housing unit is offered by the County and [REDACTED] ends her lease in order to obtain the appropriately sized Affordable unit, such action will not jeopardize her participation in the Housing Choice Voucher Program.
- xviii. [REDACTED] shall be offered services under the County's Mobility Counseling Program as set forth in the Agreement.
- xix. The County shall pay the amount of \$50,000.00 to [REDACTED] in full and final settlement of her claims under this Agreement. The receipt of this settlement amount by [REDACTED] under this Agreement shall not be considered as an asset or as income for purposes of establishing [REDACTED] eligibility and rental obligation in the Housing Choice Voucher Program. Payment shall be made to [REDACTED] within sixty (60) days of the execution of this Agreement. Unless notified otherwise, the check shall be mailed to [REDACTED] Essex, MD 21221, with a copy of the check mailed to N. Renae Davis, Esq., Maryland Legal Aid Bureau, 29 W. Susquehanna Ave., Suite 305, Towson, MD 21204.
- xx. The County shall pay the moving expenses, security deposit and utility hook-up fees related to [REDACTED]'s move to an appropriately sized Affordable unit under this Agreement.
- xxi. Upon satisfaction of the obligations to [REDACTED] as set forth herein, the County will have met its obligations to her under this Agreement.

EXHIBIT H

EXAMPLE CHART OF DEMOGRAPHIC DATA FROM PARAGRAPH III.12

Date of Compilation:

Numbers indicate the total number of households in units within each Project

	PROJECT 1 Project Address	PROJECT 2 Project Address	PROJECT 3 Project Address	PROJECT 4 Project Address
Total # Households in Hard Units				
Conciliation Agreement Marketing Plan				
Category 1				
Category 2				
Category 3				
RACE				
White				
Black				
American Indian or Alaska Native				
Asian				
Native Hawaiian or Other Pacific Islander				
Other				
ETHNICITY				
Hispanic or Latino				
Non-Hispanic or Latino				
AGE OF HEAD OF HOUSEHOLD				
18 -24				
25-34				
35-44				

45-54				
55-61				
62 and over				
FAMILY SIZE				
1				
2				
3				
4				
5 or more				
NUMBER OF MINOR CHILDREN				
0				
1				
2				
3				
4 or more				
HOUSEHOLD INCOME				
30% AMI or Less				
31% to 60% AMI				
PROJECT-BASED VOUCHERS				
TENANT-BASED VOUCHERS				
HOUSEHOLDS THAT REQUIRE ACCESSIBLE UNIT OR SPECIFIC ACCESSIBILITY FEATURES				

HOUSEHOLDS THAT REQUIRE ACCESSIBLE UNIT OR SPECIFIC ACCESSIBILITY FEATURES WHO RESIDE IN UNIT WITH NEEDED ACCESSIBILITY FEATURES				
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